



BUILDING CODE COMPLIANCE OFFICE
METRO-DADE FLAGLER BUILDING
140 WEST FLAGLER STREET, SUITE 1603
MIAMI, FLORIDA 33130-1563
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CONTRACTOR LICENSING SECTION
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CONTRACTOR ENFORCEMENT SECTION
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PRODUCT CONTROL DIVISION
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PRIVATE LABELING AGREEMENT
(for use with Notice of Acceptance (NOA) Application)

This agreement is made by and between the Building Code Compliance Office of Miami Dade County, (herein called BCCO), and _____, (herein called the NOA holder) and _____ (herein called the private labeler), for product _____ approved under Notice of Acceptance (NOA) No. _____ (herein called the product).

Conditions of the Agreement

1 The NOA holder agrees to make or cause to make the product and label it with the private labeler's name or identification as indicated herein.

NOA Holder		Product Description	Private Labeler	
Product Trade Name	Product Identification Mark		Product Trade Name	Product Identification Mark

- 2 The private labeler, upon execution of this agreement, shall apply to obtain an NOA (as a new product) from BCCO.
- 3 The private labeler shall assume full responsibility for the use, installation, design, material, workmanship and operation of the product or the quality of the service rendered, as well as any conditions set within the NOA.
- 4 The NOA holder shall provide the private labeler with adequate instructions for the proper installation, and operation of the product.
- 5 The private labeler shall: (1) provide the user with adequate instructions for the proper installation, and operation of the product(s); (2) provide adequate facilities for repair of the product and supply replacement parts; (3) provide services to ensure proper installation, inspection or maintenance for products of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance.
- 6 Neither the NOA holder nor the private labeler shall make changes of any nature to the product.
- 7 The private labeler shall not use the Miami-Dade name for any advertising, sales, or promotional purposes or in any way whatsoever that could imply approval or listing of the private labeler or of any other products not covered by this agreement.

PRIVATE LABELING AGREEMENT (cont'd)

- 8 The private labeler shall not remove, conceal or in any way alter the Miami-Dade mark or name on the product and shall not place or display the Miami-Dade mark or name upon any other products unless such other products are covered by separate agreement with Miami-Dade.
- 9 The NOA does not imply or express any warranty of any kind with respect to the product(s) identified herein, and Miami-Dade assumes no responsibility for defects, failure in service or patent infringement.
- 10 The NOA holder or private labeler may at any time withdrawal from the terms of this agreement by so notifying Miami-Dade and, as applicable, the NOA holder of private labeler, in writing. BCCO reserves the right to notify the public in general and/or any appropriate party if, in its sole judgment, the product is found to present an unusual danger or hazard.
- 11 Changes to the FBC may cause the cancellation of this agreement and /or removal of the NOA.
- 12 This agreement is not transferable to another party.
- 13 Failure to comply with any and all of the terms and conditions of this agreement or unsatisfactory performance of product or unsatisfactory results in meeting requirements of re-examination or unsatisfactory quality control of use of product, may result in the removal of the private labeler's and/or NOA holder's NOA.

<u>NOA HOLDER:</u>	<u>PRIVATE LABELER :</u>
<hr/> <i>Name</i>	<hr/> <i>Name</i>
<hr/> <i>Title</i> <small>(must be an officer of the corporation)</small>	<hr/> <i>Title</i> <small>(must be an officer of the corporation)</small>
<hr/> <i>Address</i>	<hr/> <i>Address</i>
<hr/> <i>Signature</i>	<hr/> <i>Signature</i>
Before me this day personally appeared _____ who, being first duly sworn, deposes and says that all information submitted herein is true and correct.	Before me this day personally appeared _____ who, being first duly sworn, deposes and says that all information submitted herein is true and correct.
My Commission Expires: _____	My Commission Expires: _____
_____ Notary Public (seal)	_____ Notary Public (seal)

Issuance of NOA under the private labeler's name, constitutes an acceptance of this agreement by BCCO.